

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE THE
DIALOGUE AND CONSUMER UNITY & TRUST SOCIETY (CUTS)**

MEMORANDUM OF UNDERSTANDING ("MoU") MADE ON 01st of January, 2019 between The Dialogue,..... (hereinafter referred to as "Dialogue") and Consumer Unity & Trust Society, D – 217, Bhaskar Marg, Bani Park, Jaipur, 302016, India (hereinafter referred to as "CUTS") (hereinafter collectively referred to as "PARTIES")

WHEREAS The Dialogue is desirous of collaborating with CUTS on the terms and conditions hereinafter set forth,

WHEREAS the CUTS is ready and willing to accept this collaboration with The Dialogue on the said terms and conditions,

WHEREAS, both CUTS and The Dialogue agree that the "Nature of Collaboration" section of the MoU is purely voluntary and shall be carried out only to the best of the ability of both signatories and does not create any binding obligations whatsoever between them with regard to the contents of that section, unless agreed to separately and in writing by both the parties.

WHEREAS, both CUTS and The Dialogue agree that no details of this MoU nor any other form, aspect or output of the collaboration resulting from the MoU will be shared with a third party or members of the public in any form, including crediting or mentioning either party in any manner, unless agreed to separately and in writing (including email) by both parties on a case to case basis.

NOW, THEREFORE, the Parties hereby agree to the following conditions:

NATURE OF COLLABORATION

CUTS and The Dialogue shall collaborate with each other, carry out research in the field of cyber security, artificial intelligence, energy, data protection, consumer rights, etc. in India and abroad, in the following ways:

1. Sharing resources (digital or physical, as the case maybe) and collaborating (including publishing) in a manner that will aid both parties to better understand and carry out research about matters relating to the above.
2. Sharing contacts of individuals, organisations and entities in the field of the above, to allow for a better understanding of the people working in these fields for carrying out research, interviews, surveys and other research.
3. Allow for the participation, when deemed plausible, of the respective parties in conferences, seminars, training programs, workshops and other functions that either parties organize, or is a participant in, in matters relating to the above. At the same time, promoting respective organisation's content on social media.
4. Jointly approaching donors organisations and potential funders to raise resources for joint implementation of research and outreach activities in matters relating to, but not limited to the above.

5. Any other mutually beneficial form of collaboration that allows both parties to benefit from each other's expertise, experience, exposure and networks in the above-mentioned fields and any other relevant field of their choosing when agreed to separately and in writing by both parties on a case to case basis.

DURATION OF THE MOU

This MoU shall commence on the 01st January, 2019 and shall expire upon satisfactory conclusion of the collaboration described above, but not later than the 31st December 2020, unless terminated sooner by either party by written communication (including email), which may be carried out by either party at any time and without any explanation as to the cause of the termination.

A joint working group will be formed to review the implementation of this MoU. This group shall comprise of four members: 2 (two) members from CUTS and 2 (two) members from Dialogue. The group will meet at least once in 6 (six) months (physically and/or electronically) to review the implementation of this MoU.

OWNERSHIP OF OUTPUT AND COPYRIGHT

CUTS and The Dialogue on mutual consent, would determine copyright issues at the beginning of each project. Output from each project, in principle, would be in the public domain. In case a donor of project funding wishes to control access to the output, the same shall be communicated to all stakeholders of the project at the very outset. Should either CUTS or The Dialogue wish to turn any part of the output into a revenue stream, such a decision shall be communicated to each other and shall be subject to mutual consent.

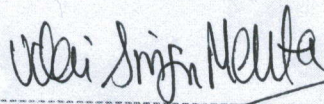
RIGHTS AND OBLIGATIONS OF THE EITHER PARTIES VIA THIS COLLABORATION

The rights and obligations of the CUTS and The Dialogue with regard to this collaboration are strictly limited to the terms and conditions of this MoU, including its Annexes (if any).

Accordingly, CUTS as well as The Dialogue shall not be entitled to any consideration, benefit, payment, subsidy, compensation or entitlement in furtherance of this MoU and otherwise, unless expressly provided in this MoU or agreed to separately and in writing by both parties on a case to case basis.

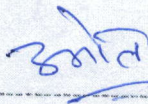
CUTS and The Dialogue shall be solely liable for claims by third parties arising from the CUTS's or Dialogue's own acts or omissions in the course of performing this MoU. The parties also agree that under no circumstances shall CUTS be held liable for such claims by third parties or The Dialogue itself and vice-versa.

IN WITNESS WHEREOF, the Parties have executed this MoU.



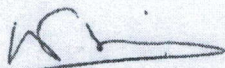
Udai S. Mehta, Deputy Executive Director
CUTS

03 01 2019
(Date, Month, Year)



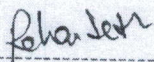
Witness

03 01 2019
(Date, Month, Year)



Kazim Rizvi
Founding Editor, The Dialogue

3/1/19
(Date, Month, Year)



Witness

3/1/19.
(Date, Month, Year)